

**AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE INDEPENDENT BERKELEY STUDENT PUBLISHING COMPANY, INC.**

This Agreement is made and entered into as of June 28, 2012, by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California corporation (“University”), and **THE INDEPENDENT BERKELEY STUDENT PUBLISHING COMPANY, INC.**, a California not-for-profit corporation with its principal office located at Berkeley, California.

WITNESSETH

WHEREAS, the students of the Berkeley campus of the University California have approved a fee for the purpose of funding The Independent Berkeley Student Publishing Company, Inc. (hereinafter “The Daily Californian”), as the campus student newspaper, as evidenced by the ASUC Election Certification attached hereto as Exhibit A; and

WHEREAS, The Regents of the University of California, specifically the Berkeley campus (hereinafter the “Campus”), desires to carry out the will of the students as evidenced by the election results certified in Exhibit A, by this legally binding agreement;

NOW, THEREFORE, The Daily Californian and the Campus (hereinafter the “Parties”) hereby agree as follows:

1. Not Binding Upon ASUC. This Agreement is binding only between The Daily Californian and the Campus. It is not intended to bind the Associated Students of the University of California (the “ASUC”) in any way. The Parties will attempt to negotiate subsequent terms and conditions via an agreement between the ASUC, the Campus, and The Daily Californian. This three-party agreement will be negotiated in the Fall semester of 2012.

2. Registered Student Organization. The Daily Californian represents that The Daily Californian is a registered student organization with an approved constitution on file with the Campus’s Center for Student Leadership. During the term of this Agreement, The Daily Californian shall remain a registered student organization and shall comply with all requirements for registered student organizations (and all general and published requirements for receipt of student fee funds) set forth in campus policy and University policy. The Daily Californian also represents that the corporation that publishes The Daily Californian newspaper is the same legal entity as the registered student organization registered under the name “Daily Californian.”

3. Transfer of fees collected. This Section shall apply only if subsequently approved by mutual agreement of the Parties and the ASUC. The Campus will transfer the fee revenue attributable to support of The Daily Californian as approved by the student ballot measure (“The

Daily Californian Fees”) to the ASUC, biannually, following collection by the Campus, without any conditions or requirements other than those in this Agreement. The Daily Californian Fees for the fall semester will be transferred on or before October 1, and The Daily Californian Fees for the spring semester will be transferred on or before March 1. The transfers will typically be subject to administrative withholds of unsubstantial value, which withholds shall be transferred with the next payment made by the Campus, or, in the case of the last fee assessment, by separate payment. Fee revenue to be received by The Daily Californian will be distributed to the ASUC subject to the same general conditions as other fees transferred to the ASUC by the Campus. The ASUC must in turn transfer all of The Daily Californian Fees to The Daily Californian without any conditions or requirements other than those generally applicable to all other Registered Student Organizations. Decisions concerning the transfer of the Daily Californian Fees to the ASUC by the Campus shall be subject to advisory review by an appropriate student committee. The Campus will provide to The Daily Californian a regular accounting of all The Daily Californian Fees collected and transferred to the ASUC, which report shall include the number of students from whom the fee was collected and all amounts transferred and withheld.

4. Failure of ASUC to transfer. This Section shall apply only if subsequently approved by mutual agreement of the Parties and the ASUC. If the ASUC does not transfer The Daily Californian Fees to The Daily Californian as required by this Agreement, then The Daily Californian Fees must be returned to the Campus by the ASUC so that the Campus may distribute The Daily Californian Fees directly to The Daily Californian. If the ASUC refuses to return The Daily Californian Fees to the Campus, then the amount of The Daily Californian Fees can be credited against other funds that would otherwise be transferred by the Campus to the ASUC, so that the Campus may transfer The Daily Californian Fees to The Daily Californian directly. If the ASUC desires to no longer be involved in distributing The Daily Californian Fees, then the ASUC must transfer all Daily Californian Fees in its possession received from the Campus to The Daily Californian.

5. Temporary direct transfer. As of the date of the making of this Agreement, the ASUC leadership is unavailable due to the summer recess to negotiate such an Agreement. The Parties therefore agree, with regard to The Daily Californian Fees collected for the Fall 2012 semester only, that the Campus Budget Office shall transfer The Daily Californian Fees directly to The Daily Californian without the participation of the ASUC. This provision does not preclude a future agreement between the ASUC and the Parties to transfer The Daily Californian Fees for the Fall 2012 semester to The Daily Californian through the ASUC. This Section recognizes the interest of the ASUC in distributing all funds collected by the Campus for use by registered student organizations, and is specifically agreed to for the purpose of setting no precedent for the direct transfer of registered student organization funding from the Campus to registered student organizations. If the Parties are unable to negotiate an agreement with the ASUC that is consistent with Sections 3 and 4 of this Agreement, then the Parties shall negotiate

regarding the collection and distribution of The Daily Californian Fees for the semesters beginning with Spring 2013 and ending Spring 2017, but this Agreement is not an agreement to enter into such agreement.


6. Failure of The Daily Californian to meet general requirements for receipt of student fees. If the Campus determines that The Daily Californian has breached this Agreement by refusing to comply with the general campus policies applicable to all registered student organizations, and The Daily Californian refuses to correct the failure to comply after having a reasonable opportunity to do so (a reasonable opportunity consisting of not less than sixty (60) calendar days from notice of failure to comply to make such correction), then the Campus will make a final distribution of the collected but undistributed fees to the ASUC for transfer in turn to The Daily Californian, and will subsequently cease collection of The Daily Californian Fees from students. The Campus must give the ASUC and The Daily Californian at least fourteen (14) calendar days' advance notice of the Campus' intention to stop collecting The Daily Californian Fees prior to implementing a decision to cease collection of The Daily Californian Fees.

7. Change in The Daily Californian publishing. If The Daily Californian ceases paper publication or ceases publication altogether, then the Parties will confer as to whether The Daily Californian Fees should continue to be assessed, in light of the circumstances at the time and the language of the ballot measure approving collection of The Daily Californian Fees. When conferring, the Parties will endeavor to carry out the will of the students as reflected in the adoption of the ballot measure, in light of the then-existing circumstances. The Campus shall consult with the ASUC and an appropriate student committee shall be consulted regarding whether The Daily Californian Fees should continue to be collected prior to the Campus determining how the Campus shall implement this Section.

8. Time Term. This Agreement shall remain in effect until after collection of student fees for the Spring semester of 2017, unless terminated according to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By: 
Erin Gore
Associate Vice Chancellor and
Chief Financial Officer

THE INDEPENDENT BERKELEY STUDENT
PUBLISHING COMPANY, INC.


By: 
Stephanie Baer
President and Editor-in-Chief

Exhibit A



ASUC Judicial Council

ASUC Election Certification

Referendums

On this date, the Twenty Second of May, Two Thousand and Twelve

By Chair Suneeta Israni, with whom
Assistant Chair Stephanie Chamberlain, and
Senior Associate Justices Scott Lara, Ryan Mattison, and Emrin Dhatt join

The following are the results of the Referendums in the 2012 ASUC Election as reported by the Elections Council Chair and as certified by the Judicial Council:

Approved:
V.O.I.C.E

Disqualified:
Class Pass

